

RECEIVED

Form **W-8BEN**  
(Rev. December 2000)  
Department of the Treasury  
Internal Revenue Service

# Certificate of Foreign Status of Nonresident Alien for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.  
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual
- A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)

Instead, use Form **W-9****W-8ECI****W-8ECI or W-8IMY****W-8ECI or W-8EXP****W-8IMY**

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary

**Note:** See instructions for additional exceptions.

## Part I Identification of Nonresident Alien

1 Name of human being, individual, or organization that is the Nonresident Alien

Tracy-Dee Ann: Corona

2 Country of incorporation or organization

None

3 Type of nonresident alien:

- ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust
- ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ International organization
- ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation ☒ Transient foreigner

4 Permanent address (street, apt. or suite no., or rural route).

N/A

City or town, state or province. Include postal code where appropriate.

N/A

Country (do not abbreviate)

N/A

5 Mailing address (if different from above)

Non-domestic c/o United States Post Office, Postmaster, c/o 3504 Caraway Court

City or town, state or province. Include postal code where appropriate.

El Cajon, unincorporated, County of San Diego, California State (FPUO 92019)

Country (do not abbreviate)

California County

6 Identification number

None

☐ ITIN☐ EIN

7 Foreign tax identifying number, if any

None

8 Reference number(s) (see instructions)

87-16-2000

## Part II Claim of Tax Treaty Benefits (if applicable)

DP:

9 I certify that (check all that apply):

- a ☐ The nonresident alien is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- b ☐ If required, the identification number is stated on line 6 (see instructions).
- c ☐ The nonresident alien is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d ☐ The nonresident alien is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e ☐ The nonresident alien is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_

Explain the reasons the nonresident alien meets the terms of the treaty article: \_\_\_\_\_

## Part III Notional Principal Contracts

11 ☒ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States.

## Part IV Certification

Under penalties of perjury from without the "United States" in accordance with 28 U.S.C. 1746(1), I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete when filigated only in a state court with a jury trial. I further certify under penalties of perjury that:

- I am the nonresident alien (or am authorized to sign for the nonresident alien) of all the transactions to which this form relates.
- The nonresident alien is NOT a U.S. person and is not liable for withholding or paying income taxes or filing returns under the 26 U.S.C. or 26 C.F.R.
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States and is not subject to tax under an income tax law or treaty, and

• For broker transactions or barter exchanges, the nonresident alien is a "foreign estate" as defined under 26 U.S.C. 7701 (a)(31).

Furthermore, information submitted on this form is considered licensed and may not be provided to any government organization, third party, or entered into any electronic information system. Violators of this copyright shall be subject to a \$100,000 personal liability for each such wrongful disclosure.

Sign Here

Tracy-Dee Ann: Corona  
Signature of nonresident alien (or person authorized to sign for nonresident alien)

04-17-08  
Date (MM-DD-YYYY)

California  
Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Y

Form W-8BEN (Rev. 12-2000)

#9

Tracy Corona (purported defendant)  
 In Care of Postal Department  
 San Diego: the county  
 San Diego: California:  
 on the land 92019  
 In Propria Persona (not Pro Se)  
 Without counsel

IN THE UNITED STATES DISTRICT COURT  
 FOR THE SOUTHTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Case No.:04-CR1298 (BEN).

Plaintiff,  
 vs.

TRACY CORONA,

Defendants.

Tracy Corona, Creditor/Qualified Investor/Real  
 Party in Interest for defendant TRACY CORONA

)  
 )  
 ) APPEARANCE, APPOINTMENTS AND  
 ) PRIVATE REMEDY  
 ) TERMS AND CONDITIONS OF  
 ) AGREEMENT BY TACIT  
 ) PROCURATION  
 ) REASONS FOR SETTLING CASE PENAL  
 ) SUM RATHER THAN ARGUING CASE  
 ) NO INJURED PARTY  
 ) BONDS  
 ) ADMINISTRATIVE REQUEST  
 ) RECOMMEND JUDGE SEAL CASE SUA  
 ) SPONTE  
 ) RECOMMEND JUDGE DISMISS THIS  
 ) CASE SUA SPONTE  
 )

APPEARANCE, APPOINTMENTS AND PRIVATE REMEDY

The woman, Tracy Corona, "I", appears as Creditor/Qualified Investor/Real Party in Interest (RPII) for DEFENDANT, appears specially and not generally. I hereby appoint Judge as Fiduciary Trustee, AUSA as Fiduciary Co-Trustee and PUBLIC DEFENDER as Closing Officer to ensure that the following tasks are completed:

TERMS AND CONDITIONS OF AGREEMENT BY TACIT PROCURATION

1. "Constructive trusts do not arise by agreement or from intention, but by operation of law, and fraud, active or constructive, is their essential element. Actual fraud is not necessary, but such a trust will arise whenever circumstances under which property was acquired made it equitable that it should be retained by him who holds the legal title. Constructive trusts have been said to arise through the application of the doctrine of equitable estoppel, or under the

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1 broad doctrine that equity regards and treats as done what in good conscience ought to be  
 2 done...being raised by courts of equity whenever it becomes necessary to prevent a failure of  
 3 justice."

4  
 5 2. RPII hereby files Optional Forms 90 and 91, Standard Forms 24, 25, 25A, 28, 30, 61, 85,  
 6 273, 274, and 275 with Judge, Clerk of Court, PUBLIC DEFENDER, and AUSA.

7 3. It appears to the woman known as Tracy Corona that Judge has forced a PUBLIC  
 8 ATTORNEY, PUBLIC DEFENDER upon the entity DEFENDANT against publically stated wishes  
 9 of said RPII. It is a maxim of law that "no one comes before a court of equity in chains." The nature  
 10 of Brady vs. United States, 397 U.S. 742 (1970), is very clear wherein the United States Supreme  
 11 Court stated that one cannot give up an unalienable Right unless done so knowingly, willingly,  
 12 intentionally, and intelligently. RPII is a creditor of plaintiff. The Depository Trust Company (DTC)  
 13 is banker for plaintiff and DEFENDANT.

14 4. RPII sets conditions for said fiduciary for PUBLIC DEFENDER appointment that said  
 15 PUBLIC DEFENDER is not at liberty to argue any issues and is only at liberty to act as CLOSING  
 \*16 OFFICER in the nature of the Miller Act Penal Sum setoff for purposes of settlement. PUBLIC  
 17 DEFENDER is noticed that if he does not know how to process the Penal Sum/Commercial  
 18 presentment for setoff, he is hereby instructed to contact RPII banker, the Depository Trust Company  
 19 at 55 Water Street, New York, New York 10041 by and through Supervisor(s) (Closing Officers), at  
 \*20 uw-corp@dtcc.com.

21 5. Judge is appointed as Trustee to ensure that PUBLIC DEFENDER does not argue any  
 22 points and act within the terms and conditions herein to settle any and all Penal Sum(s)/Commercial  
 23 Presentment(s) and that the total gross cash receipts are disclosed to the CLOSING OFFICER so that  
 24 he may settle those sums.

25 6. Prosecutor/AUSA is appointed Co-Trustee to ensure that plaintiff receives setoff to  
 \*26 plaintiff Real Party in Interest.

#10

7. RPII reminds the Clerk of Court and Judge that it is well-established that "Article III of the constitution confines the jurisdiction of the federal courts to actual 'Cases' and 'Controversies.'" *Clinton v. City of New York*, 524 U.S. 417, 429 (1998) (citations omitted). To demonstrate the standing necessary to invoke the jurisdiction of the federal courts Plaintiff must "allege personal injury fairly traceable to the defendant's allegedly unlawful conduct and likely to be redressed by the requested relief." *Allen v. Wright*, 468 U.S. 737, 751 (1984). This injury may not be speculative or abstract, but must be distinct and definite. *Id.* This would apply unless of course Judge is not operating in an Article III capacity but rather in the capacity of an Administrative Law Judge in which case he has no authority to confine anyone, notwithstanding immigration or cases of infectious disease control, which of course would not apply here.

#### REASONS FOR SETTLING CASE PENAL SUM RATHER THAN ARGUING CASE

Life is short. The Parties bringing the charges contributed to creating the conditions of the events in question. Why should I bother arguing with people who cannot see those facts?

Every case, criminal or civil, only has two broad elements/questions to determine; 1) what is the liability? and 2) who will assume that liability?

Therefore, once the ability to communicate with the court, judge and plaintiff is removed through tyranny, the only remedy left is to assign officers/offices of fiduciary position to settle any and all claims.

#### NO INJURED PARTY

RPII notices this court that there appears to be no physically injured parties. RPII reminds the court that RPII is the ultimate creditor and underwriter in accord with 14 Statutes At Large 4 that all United States citizens are stockholders of plaintiff. And, since the alleged damaged party is an instrumentality of the plaintiff, RPII is its qualified investor/creditor/underwriter/beneficial owner.

#10

## BONDS

RPII posts bonds (see Forms attached) for setoff of penal sum/commercial presentment in accordance with the nature of the Miller Act for all potential costs and specifically to cover potential penal sums for the alleged charges in toto for all charges of all DEFENDANTS in this case related therein. This is why the Penal Sum boxes were left blank. As PUBLIC DEFENDER CLOSING OFFICER has been ordered by Judge/TRUSTEE to represent the named DEFENDANT, said CLOSING OFFICER PUBLIC ATTORNEY can process attached forms.

RPII (beneficiary in this relation) hereby directs trustee, co-trustee and Closing Officer, having tendered bond(s) to supersede all previous bonds, to setoff and retire all previous bonds (Appearance, Bid, Payment, Performance, etc.), and turnover any and all claims to Tracy Corona (through above banking instructions), appearing specially, separate and apart from the PUBLIC ATTORNEY represented trust known as TRACY CORONA, in capacity as RPII/Creditor, for the specific act of tendering the Forms SF-28, OF-90, OF-91, et. al. in the nature of a Supersedeas Bonded Promissory Note and a Private Offset Bond for case number 04-CR1298(BEN).

RPII left Penal Sums blank to cover entire case and all parties therein. Therefore, if amount of Forms as bonds tendered by RPII exceed existing alleged penal sum/commercial presentment or total gross invoice of charges then RPII respectfully requests that party holding claims in excess of said bond work with PUBLIC-DEFENDER-CLOSING-OFFICER and DTC Personnel to setoff whatever amounts need offset. This act is in line with the known, allegedly existing penal sum in the admiralty, special maritime jurisdiction so that the forms tendered as supersedeas bonds may be filed in accord with FAR -- Part 28, Bonds and Insurance.

## ADMINISTRATIVE REQUEST

RPII requests return of all property taken in all seizures related to RPII, U.S. Corp (28 USC 3002(15)A) raids, etc. to date as setoff in subrogation of alleged plaintiff has been satisfied in accord

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with 27 CFR 72.11. For coordination for pick up and/or mailing location use that data listed at top of page 1.

### RECOMMEND JUDGE SEAL CASE SUA SPONTE



These legal court documents are Private in order to save plaintiff the embarrassment of avoiding PUBLIC disclosure of its money scheme. Therefore, RPII would think it best if court/judge sua sponte sealed this case.

### RECOMMEND JUDGE DISMISS THIS CASE SUA SPONTE

As ultimately this case will have raised issues of national security, RPII recommends that judge, sua sponte, in accord with one of the doctrinal reasons set forth in Ashwander vs. TVA, or whatever reason judge dictates, dismiss this case to satisfy PUBLIC curiosity and compelling public interest(s) to protect the integrity of the nature of the 1939 Indentured Trust Act.

Therefore, unless there are more claims, my business is completed, notwithstanding a form amendment or addition necessary to complete settlement. Appointed Trustee, Co-Trustee and Closing Officer can handle all issues from here on the res, separate and apart from the woman, RPII.

Respectfully submitted this Nath day of April 2009.

*Tracy Corona*

*Shawn Talbot Rice, J.D. Atty - in - Fac*

Tracy Corona (purported defendant), Authorized Representative  
Good as aval  
Creditor/Qualified Investor/RPII  
In accord with UCC Articles 8 and 9 and UNCITRAL



Tracy Dee Anne Corona,  
Bond# (D) 021051107  
Inmate # A91475198  
BUILDING / POD  
PO Box 439049  
San Diego, CA 92143

**REJECTED**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

**UNITED STATES OF AMERICA,**

**Plaintiff,**

**vs.**

**TRACY DEE ANN CORONA,**

**Defendant.**

Case No.: Case No. 04 CR 1298(BEN)-02

PRAECIPE

Tracy Dee Anne Corona, Creditor, Owner,  
beneficiary, Real Party in Interest to defendant )  
TRACY DEE ANN CORONA, by revesting )  
title and merger of legal and equitable title )

1. Please stamp, file and docket the LETTER TO WHOM IT MAY CONCERN, the LIBEL BOND FOR DISCHARGE / RELEASE REPLEVIN DEFENDANT BOND STAY OF EXECUTION BOND and the attachments, file one copy in the evidence file and forward one copy to U.S. Marshall's Service for review.

2. Please date stamp defendant's copy and copies served all parties identified below.

Date: June 17, 2009

Thank you.

#11

1  
2  
3  
4 Shawn Talbot Rice 27

5 Rabbi Shawn Talbot Rice, JD

6 Bond# STR1255B1

7 For: Tracy Dee Anne Corona,

8 Tracy Dee Anne Corona, legal and equitable title owner of TRACY DEE ANN CORONA,

9 Real Party in Interest, beneficiary

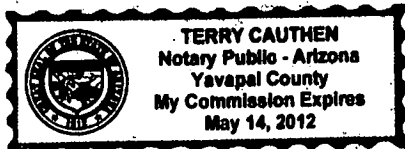
10 Owner/Creditor to the United States/Plaintiff

11 Qualified Investor for plaintiff at Depository Trust Company

12 JURAT

13 I, Terry Cauthen, a Notary Public residing in Yavapai county, Arizona state, do say  
14 that on the 18 day of June, 2009, an agent representing Tracy Dee Ann Corona, holding power of  
15 attorney, to represent this woman appearing in his true character before me, did subscribe and affirm  
16 and did affix his autograph upon the above, on her behalf.

17  
18 Terry Cauthen  
19 Notary Public  
20



#11  
See reverse side



**CERTIFICATE OF SERVICE**

COPY of the forgoing hand delivered, via \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2009, to:

Roger T. Benitez, d/b/a Judge et al:  
W. Samuel Hamrick, Jr., d/b/a,  
Clerk of the Court  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
880 Front Street  
San Diego, CA 92101

Please provide copy to:

US Marshalls Service

Service performed by:

*Thomas Bradford Schmitt*  
*1505 King Charles Drive*  
*Pgh. PA. 15237*

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# LIBEL BOND FOR DISCHARGE / RELEASE REPLEVIN DEFENDANT BOND STAY OF EXECUTION BOND

**Whereas** it is the intent of TRACY D CORONA ("PRINCIPAL"), and the undersigned sureties ("SURETIES") to guarantee all penal sums, liabilities, fees and statutory bond(s) attributed to the said PRINCIPAL for the purpose of settlement and closure of the matter known as UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA, case # 04 CR 1298(BEN)-02 and all related matters including, without limitation, the appeal court on the matters of the restoration of all personal and real property ("replevin") and a permanent stay of execution on all matters relating to said contract; and

**Whereas** the PRINCIPAL retained equitable title as beneficiary and obtained legal title to said charged person through revesting title through the merger rule; and

**Whereas** the PRINCIPAL is currently detained by misnomer as inmate # A91475198 in Building/pod; PO Box 439049; and

**Whereas** the PRINCIPAL is to be released and returned to 3504 Caroway Court, El Cajon, CA 92019 and all of the PRINCIPAL'S rights, titles and immunities restored within three days of receipt of this bond; any and all associated fees being hereby guaranteed by the undersigned principal and sureties; and

**Whereas** the SURETIES affirm themselves as individuals of sufficient solvency to fulfill their obligations hereunder and being in possession of a duly executed power of attorney instrument authorizing them jointly or severally to execute this instrument on behalf of the PRINCIPAL in full satisfaction of the said penal sums, liabilities, fees and statutory bond(s); and

**Therefore** the officers of the said COURT shall provide for the said surety-ship by preparing all necessary instruments to access the trust "res" of the PRINCIPAL and of the SURETIES as needed on behalf of the PRINCIPAL in full satisfaction of the said penal sums, liabilities, fees and statutory bond(s) attributed to the PRINCIPAL including, without limitation, full satisfaction of the retroactive restoration provision whereby the statutory bond would otherwise be self-replenishing to indemnify future losses; and

**Libel bond to discharge or release.** The marshal is required to stay execution of all warrants for the seizure of the vessel/PRINCIPAL in the said case or discharge the vessel/PRINCIPAL if process has been levied, on receiving from the owner of the vessel a bond or stipulation conditioned to comply with the decree of court in the action, for full settlement and discharge. Since the issue/liability is confessed as commercial per 27 C.F.R. 72.11, the marshal is required to release the vessel upon receipt of this bond; and

**Stay of execution bond.** All COURT officers and agents acting on it's orders are hereby required to stay or suspend execution on a judgment. This bond guarantees the payment of the judgment upon termination of the stay and wholly complies with all lawful requirements notwithstanding any defects or inaccuracies herein.

Executed this 17<sup>th</sup> day of June, 2009.

*Tracy Dee Ann Corona, Rabbi Shawn Talbot Rice, JD. Atty-in-Fact*

For the PRINCIPAL by a PERSONAL SURETY ACTING BY WRITTEN Power of Attorney  
Based primarily on CUSIP number 02105117; with any subsequent liability attached jointly to the undersigned sureties

*Shawn Talbot Rice*

By PERSONAL SURETY, SHAWN TALBOT RICE, CUSIP number 037793174

seal

*Thomas Bradford Schaults*

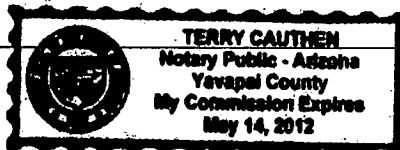
By PERSONAL SURETY THOMAS BRADFORD SCHAULTS, CUSIP number 0744504627

seal

The issuance of this bond constitutes an international tribunal remedy by American Citizens acting as sovereign nations in the nature of the Foreign Sovereigns Immunities Act, 31 USC 5118, and 31 USC 9304-9308.

Witnessed by a notary public, without entry into a foreign jurisdiction, upon our collective unlimited liability, under penalty of perjury, in conformance with all applicable laws governing same.

*Terry Caution*  
By Notary Public



*May 14, 2012*  
commission expiration date

*4/11*

**Legal Notice and Demand  
and Supporting Affidavit  
for and on the record and the record shall show**

Tracy Dee Ann Corona, acting as  
Tracy Dee Ann Corona  
c/o: Inmate # A91475198  
BUILDING / POD  
PO Box 439049  
San Diego, California

To: W. SAMUAL HAMRICK, JR., acting as  
CLERK OF COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
880 FRONT STREET  
SAN DIEGO, CA 92101

And;

_____	_____
_____	_____
_____	_____

**Reference to Commercial Action-Cause known as: 04 CR 1298(BEN)-02;** and to include any and all related, whether assumed, presumed or in fact being either PRIVATE, PUBLIC, CIVIL and/or CRIMINAL.

Please be advised that Tracy Dee Ann Corona, being on the land known as San Diego county do hereby Demand the Following; concerning W. SAMUAL HAMRICK, JR., and any/all ATTORNEY(S), now being CHARGED, for their involvement in the fore notice Commercial Action-Cause.

**Provide the Following:**

1. The entire **Qualifying Method** of your office(s) and Standing in Commerce, Law and Equity, this shall include any and all:
  - a. **Bonds** (Policy, Number and Underwriter)

- b. License(s) (License to Practice Law et...al..., as demanded in the laws for Nevada state and the united states of America)
  - c. Letter(s) of Marque (Mark) and Reprisal (that assumes to grant you a license to arrest, detain, hold, plunder or the like of a vessel on the high seas, as an enemy of the state or State.
  - d. Military Rank(s) and Commission(s).
  - e. Insurance Policy(s) and underwriter of the Policy(s).
  - f. Oath(s) of Office (include the sovereign source as pledged)
  - g. B.A.R CARD MEMBERSHIP NUMBER(S)
  - h. POLICY AND UNDERWRITER OF THE B.A.R MEMBERSHIP(S)
  - i. CERTIFIED COPY OF ANY CITIZENSHIP DOCUMENTS (whether of the United States, UNITED STATES OR FOREIGN).
  - j. DOCUMENTATION OF THE FLAG for which you operate under.
2. ALL ACCOUNTING PUBLIC AND PRIVATE for the Commercial Action-Cause referenced.
3. ALL BONDS AND SECURITIES for the Commercial Action-Cause referenced.
4. ORIGINAL CHARGING INSTRUMENT for the Commercial Action-Cause referenced (SECURITY-BOND etc...) this shall include a wet ink signature, raised seal and affidavit in support, for this is the property of Tracy Dee Ann Corona, as beneficiary of the secondary Trust Account TRACY DEE ANN CORONA.
5. ORIGINAL CHARGING INSTRUMENT for any and all Arrest Warrants and the Like (SECURITY-BOND ETC...) this shall include a wet ink signature of a Judge, raised seal and True Bill in relation to the Commercial Action-Cause referenced, for this is the property of Tracy Dee Ann Corona, as beneficiary of the secondary Trust Account TRACY DEE ANN CORONA .

**Demand of Jurisdiction for the court:**

6. Original Jurisdiction for the county known as San Diego, being the district court, not within the DISTRICT OF COLUMBIA or DISTRICT.

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**Affidavit in Support**

**as a friend for the court of original jurisdiction**

I, Tracy Dee Ann Corona being of lawful age and of competent mind do hereby claim the following on the nineteenth day of June in the year two thousand nine as being the truth as witnessed, under judgment of the Eternal Creator, the living God.

1. I, Tracy Dee Ann Corona did in fact witness the refusal of the man acting as judge to bring forth the Original Charging Instrument before the stamp duty tax/transfer tax was charged against TRACY DEE ANN CORONA from a foreign Sovereign.
2. I, Tracy Dee Ann Corona did in fact witness to the fact that without the presentment of the Original Charging Instrument there now was in fact no Claim upon which relief could be granted, and was attempting the taking, without compensation the private sweat equity of Tracy Dee Ann Corona.
3. I, Tracy Dee Ann Corona did not witness an equity claim being presented to Tracy Dee Ann Corona, by an injured man, woman, or foreign Sovereign that made any claim upon the sweat equity of Tracy Dee Ann Corona for damages, and deny there was any such claim.
4. I, Tracy Dee Ann Corona, did in fact witness the man acting as a judge ~~instruct myself and my husband to leave the court room and to the fact that~~ THIS Commercial Action-Cause [case] was in fact processed without proper said disclosure, without clarification of the millage rate charged against TRACY DEE ANN CORONA, what the stamp duty tax/transfer tax rate was to transfer the charge into cents, and who the Sovereign is charging the stamp duty tax. By not clarifying any of these charges, causes Tracy Dee Ann Corona confusion about which world Sovereign is charging a stamp duty tax, and whether any Stamp Duty Tax was prepaid by Tracy Dee Ann Corona's trustee (Yeshua) to Tracy Dee Ann Corona's Sovereign (Yahweh).

5. I, Tracy Dee Ann Corona, am simply attempting to fulfill my primary private trust agreement and republic by pre pay, any foreign stamp duty tax / transfer tax resulting in a public charge calculated and created with binary code, resulting in a private treaty through the executive branch with a foreign Sovereign over seas.
6. I, Tracy Dee Ann Corona, am demanding that the record show, that the Clerk of the Court is now charged to perform to the office on the county.  
  
Now charged and responsible, acting as the court, for THIS dishonor and is now publically and privately liable for any and all damages to Tracy Dee Ann Corona, then for now in THIS matter.
7. I, Tracy Dee Ann Corona, did not witness, nor did the binary code present any Internal Revenue Service Form in THIS matter, such as a 1099A, 1099OID or the like, and therefore assume that a 3949(a) form and numerous W-9 forms should be presented to the Internal Revenue Service to allow the IRS to investigate THIS Commercial Matter glitch.
8. I, Tracy Dee Ann Corona, will have no choice, but to notify the appropriate federal agencies, of there being a demand for the entire Qualifying Method for the Clerk of the Court and all B.A.R. members involved in THIS Commercial Matter in the event THIS matter is not deleted from the binary code from which THIS Commercial Matter derived from within twenty-four (24) hours of receiving the Notice.



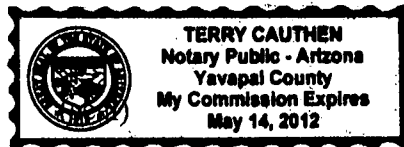
I, Rabbi Shawn Talbot Rice, Agent holding Power of Attorney for Tracy Dee Ann Corona, did in fact give the truthful testimony and Demand Notice in reference to the Commercial Action-Cause remedy, fore noticed on this the nineteenth day of June in the year of the Messiah, two-thousand nine before a witnessing notary public as being a witness for the public and not to be construed as a change in venue, jurisdiction, location or the like for this non-negotiable private equity.

*Tracy Dee Ann Corona*  
*Shawn Talbot Rice* 27, *Atty-in-Fact*  
 Tracy Dee Ann Corona  
 Rabbi Shawn Talbot Rice, Attorney-in-Fact  
*de-jure solis*  
*Tracy Dee Ann Corona*

Yavapai County       )  
                                   ) affirmed in truth  
 Arizona                )

I, *Terry Cauthen* a notary public for Yavapai County and Arizona did in fact witness the autographing by hand of this document by Rabbi Shawn Talbot Rice, Attorney-in-Fact for Tracy Dee Ann Corona, who did in fact identify himself to me to be the same on this the nineteenth day of the June in the year of the living Messiah, two-thousand nine [June 19<sup>th</sup>, 2009].

As witnessed by:



*Terry Cauthen*, notary public

#12



Received at: 10:26AM, 6/15/2009

Fm:MyFax - THOMAS SCHAULTS To:Clerk of Court (16197028911)

13:14 06/15/09GMT-04 Pg 01-23

## REJECTED

--- NOTICE OF FRAUD, ABUSE OF POWER, FRAUD UPON THE COURT, IN  
VOLUNTARY SLAVERY, VIOLATIONS OF THE CLEARFIELD DOCTRINE,  
ASSAULT, KIDNAPPING, TORTURE, OBSTRUCTION OF JUSTICE,  
VIOLATIONS OF THE OATH OF OFFICE, SEDITION, TREASON, INSURECTION,  
MISPRISON OF FELONY, CONSPIACY, RACKETEERING, VIOLATIONS OF  
INTERNATIONAL TREATIES, PIRACY AND PLUNDER ON THE LAND, CRIMES  
AGAINST MANKIND ---

### AMICUS CURIAE "notice of injustice"

This lawful Notice is not intended to harass, intimidate, coerce, embarrass, intimidate, offend, create controversy, or violate any lawful procedure but simply to communicate lawful notice. It is presumed that all men know the law. It is further presumed that though this notice is not exhaustive, it is of sufficient detail, to enumerate basic facts; It is further presumed, that justice delayed is justice denied, It is further presumed, that this honorable group can initiate expeditious action on behalf of:

Principal: Tracy Dee Ann Corona  
(inmate # A91475198 in Building/pod; PO Box 439049, San Diego, CA).  
Respond to c/o Thomas Bradford: Schaults  
1505 king Charles Drive  
Pittsburgh, Pennsylvania republic near [15237]  
412-720-9850

Respondents:

RESPONDENTS:  
UNITED STATES  
MARSHALL SERVICE

John Clark DBA-Director

Christopher Dudley- DBA-  
Acting Deputy Director

C/O UNITED STATES MARSHALL SERVICE  
SUITE 1200  
WASHINGTON, DC 20530-1000  
202-307-5040 FAX

Southern District of California (S/CA)  
U.S. Marshal: George W. Venables  
U.S. Courthouse  
940 Front Street, Room LL B-71  
San Diego, CA 92189

04 CR 1298-BEN  
#2

Page 1 of 5

#13

Received at: 10:26AM, 6/15/2009

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13:14 06/15/09GMT-04 Pg 02-23

(619) 557-6620

**In Care of:**  
**Thurgood Marshall Federal Judiciary Building,**  
**One Columbus Circle NE., Washington, DC 20002-8003**  
**Phone, 202-502-4000. Internet, [www.fjc.gov](http://www.fjc.gov)**

Barbara J. Rothstein DBA - Director  
John S. Cooke -DBA- Deputy Director  
Bruce M. Clarke -DBA-Director, Education Division  
Ted E. Coleman -DBA- Director, Systems Innovation and Development Office  
James B. Eaglin -DBA-Director, Research Division  
Mira Gur-Arie -DBA- Director, Interjudicial Relations Office  
Bruce A. Ragsdale -DBA-Director, Federal Judicial History Office  
Sylvan A. Sobel -DBA-Director, Communications Policy and Design

**UNITED STATES DISTRICT COURT APPELLATE**  
**ATTN: CLERK**

James R. Browning  
United States Courthouse  
95 Seventh Street  
San Francisco, CA 94103-1518  
(619)557-6620

**UNITED STATES DISTRICT COURT -SOUTHERN CA**  
**ATTN: CLERK**

Edward J. Schwartz Federal Bldg,  
Suite 4290  
880 Front Street  
San Diego, CA 92101  
**Phone: 619-557-6348**

**Phone: 619-557-5620**

**Internet Web Site:**  
**<http://www.casb.uscourts.gov>**

**ECF link:**  
**<https://ecf.casb.uscourts.gov>**

**RE: UNITED STATES DISTRICT COURT SOTHERN**  
**DISTRICT CALIFORNIA AND NINTH CIRCUIT**

Page 2 of 5

#13

Received at: 10:26AM, 6/15/2009

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13:14 06/15/09GMT-04 Pg 03-23

APPELLATE ON CASE # # 04 CR 1298(BEN)-02

ELECTRONICALLY SUBMITTED BY PHONE, FAX,  
EMAIL OR OTHER IMMEDIATE MEANS, TO BE  
FOLLOWED BY:

Registered mail \_\_\_\_\_; under notary seal

AS PUBLIC TRUSTEES, YOUR DUTIES IN THESE REGARDS ARE OBLIGATORY!

.....An express trust is to be distinguished from a constructive trust.[4] They are distinct concepts.[5] An express trust springs from the agreement of the parties, while a constructive trust arises from the construction of equity, in order to satisfy the demands of justice.[6] Also, a constructive trust, unlike an express trust, is remedial in character.[7] A constructive trust, unlike an express trust, is not a fiduciary relation, although the circumstances which give rise to a constructive trust may or may not involve a fiduciary relation.[8] They are similar only in that in both one person holds title to property subject to an equitable duty to hold the property for, or to convey it to, another, and the latter has in each case some kind of an equitable interest in the property.[9].....

--- NOTICE OF FRAUD, ABUSE OF POWER, FRAUD UPON THE COURT, IN  
VOLUNTARY SLAVERY, VIOLATIONS OF THE CLEARFIELD DOCTRINE,  
ASSAULT, KIDNAPPING, TORTURE, OBSTRUCTION OF JUSTICE, VIOLATIONS  
OF THE OATH OF OFFICE, SEDITION, TREASON, INSURECTION, MISPRISON OF  
FELONY, CONSPIACY, RACKETEERING, VIOLATIONS OF INTERNATIONAL  
TREATIES, PIRACY AND PLUNDER ON THE LAND, CRIMES AGAINST MANKIND  
---

Please find the attached *Libel / Replevin / Stay of Execution Bond* and *Memorandum of Law*. As you are assumed to know, Titles 18 and 26 of United States Code are special law, not positive law wanting for lawful passage by Congress, and thereby inapposite to living men and women who do not knowingly contract to submit to the jurisdiction. The majority of such contracts assumed by the United States to be valid, whether appearance bonds, citations, indictments and even the signature on a fingerprint card, are fraudulent for want of disclosure that they comprise an enticement to confess to being a legal fiction United States person/resident in violation of the Constitutional prohibition against compelling the casting of self-witness, and impart a liability in admiralty where none previously existed.

This document provide legal and lawful NOTICE that:

1. You have received notice of the special law nature of Titles 18 and 26 U.S.C.;

Page 3 of 5

#13

Received at: 10:26AM, 6/15/2009

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2. You are required by your oaths of office to release all prisoners who have been incarcerated and detained with respect to "violations" of such titles, in the absence of written evidence that they willingly and knowingly elected to submit to the jurisdiction after proper disclosure of their option to decline the privilege;
3. Upon future citing of this notice and bond by any man or woman on the land, natural born American citizen or national, or any citizen or national of any of the several unincorporated states in non-violent matters involving commercial crimes and liabilities pursuant to 27 C.F.R. 27.11 and 28 U.S.C. 3002, you will immediately cease and desist all restraint and distraint for your want of jurisdiction, venue and authority to continue, and
4. Any violation of items 2 or 3 above hereafter will comprise your specific confession of tort against a living man and/or woman or men and/or women as the case may be and instant loss by the offender and yourself by extension of any immunity, qualified, absolute, real or imagined, for all acts of omission and commission; and specific consent by you and the offender(s) to immediate assessment of the tort claims, and waiver of all immunities, against your respective public bond(s) through the various underwriters.
5. All actors allegedly acting upon Letters of Marque and Reprisal are required to demonstrate such letters within 3 days, upon the particular real parties in interest; along with their applicable oaths of Office and Public Bonds; or stipulate to trafficking in slaves, involuntary slavery, assault, battery, sedition, insurrection, Treason, violations of the Clearfield doctrine, conspiracy, racketeering, crimes against mankind, violations of international treaty law, etc. et al:
6. The Principal noted above is of the age of majority and has re-vested title in December of 2008; All interested parties have been properly / legally notified.
7. UN- CONSTITUTIONAL ACTS, are void ab-inito. Any court without jurisdiction cannot issue valid orders, they are void, ab-inito.
8. The Principal in this case is now an inmate, without lawful authority, because of void judgements. The District courts, the appellate courts, and even the Supreme court have denied to respond even to a Great Writ /petition of Habeus Corpus; in excess of 5 weeks.
9. Since the matter is simply commercial, there being no injured party, the bonds submitted and verified as her remedy in commerce have been consistently ignored.

This matter has been calendared by the undersigned for a maximum of ten days, after proof of notice, by electronic media or other means; at which time failure or deficiency of response will be certified by the notary as your consent to and agreement with all of the terms and provisions herein including attachments, having had the opportunity and failed to plead. No technical issues (repugnant frauds) such as inadequate service, shall be considered as a valid excuse for the continuation of these morally, ethical, and lawful violations of the fundamental rights (un-liable) of living souls.

Page 4 of 5

#13

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13:14 06/15/09GMT-04 Pg 05-23

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

PRINCIPAL

By \_\_\_\_\_

CUSIP NUMBER \_\_\_\_\_

SURETY # 1

By \_\_\_\_\_

CUSIP NUMBER \_\_\_\_\_

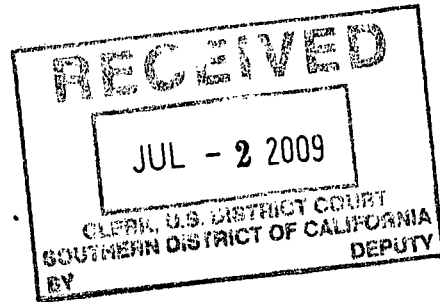
SURETY # 2

By \_\_\_\_\_

CUSIP NUMBER

Page 5 of 5

#13



Tracy Dee Anne Corona,  
Bond# (D) 021051107  
Inmate # A91475198  
BUILDING / POD  
PO Box 439049  
San Diego, California 92143

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

Vs.

RICHARD D. CORONA,

TRACY D. CORONA,

Defendants

TRACY D. CORONA,

Counter-Plaintiff,

Vs.

UNITED STATES OF AMERICA;

QUEEN ELIZABETH OF BUCKINGHAM

PALACE; Roger T. Benitez, d/b/a

Judge et al; W. Samuel Hamrick,

Jr., d/b/a, Clerk of the Court;

ALL UNITED STATES ATTORNEYS AND

OFFICERS INVOLVED 1...1000,

Counter-Defendants,

Tracy Corona, Real Party in

Interest for TRACY D. CORONA,

revested Third Party

Intervenor/Creditor.

Case No.: 04 CR 1298(BEN) -02

MEMORANDUM OF POINTS AND  
AUTHORITIES FOR ORDER TO SHOW  
CAUSE

Tracy Dee Anne Corona,  
 Bond# (D) 021051107  
 Inmate # A91475198  
 BUILDING / POD  
 PO Box 439049  
 San Diego, California 92143

**REJECTED**

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

Vs.

RICHARD D. CORONA,

TRACY D. CORONA,

Defendants

Case No.: 04 CR 1298(BEN)-02

MEMORANDUM OF POINTS AND  
 AUTHORITIES FOR ORDER TO SHOW  
 CAUSE

TRACY D. CORONA,

Counter-Plaintiff,

Vs.

UNITED STATES OF AMERICA;

QUEEN ELIZABETH OF BUCKINGHAM

PALACE; Roger T. Benitez, d/b/a

Judge et al; W. Samuel Hamrick,

Jr., d/b/a, Clerk of the Court;

ALL UNITED STATES ATTORNEYS AND

OFFICERS INVOLVED 1...1000,

Counter-Defendants,

Tracy Corona, Real Party in

Interest for TRACY D. CORONA,

revested Third Party

Intervenor/Creditor.



1. The United States Constitution states in Article 1 section 10, "no state shall pass any law . . . impairing the obligation of contract."
2. The California State Constitution (1849) states in Article 1, section 16, "No bill of attainder, ex post facto law, or law impairing the obligation of contracts, shall ever be passed."
3. Bouvier's maxims of law state, "Consensus facit legem. Consent makes the law. A contract is a law between the parties, which can acquire force only by consent."
4. Bouvier's maxims of law state, "Contractus legem ex conventionem accipiunt. The agreement of the parties makes the law of the contract. Dig. 16, 3, 1, 6."
5. Bouvier's maxims of law state, "Conventio vincit legem. The agreement of the parties overcomes or prevails against the law. Story, Ag. See Dig. 16, 3, 1, 6."
6. Bouvier's maxims of law state, "Le contrat fait la loi. The contract makes the law."
7. Bouvier's maxims of law state, "Qui destruit medium, destruit finem. He who destroys the means, destroys the end. 11 Co. 51; Shep. To. 342."
8. U.S. Supreme Court cases Federal Crop Insurance Corporation v. Merrill, 332 U.S. 380 (1947), the United States Supreme Court cited Utah Power & Light Co. v. United States, 243 U.S. 389, 409, 391; United States v. Stewart, 311 U.S. 60, 70, 108, and in re Floyd Acceptances, 7 Wall 666 to follow the below ruling:  
  
"Whatever the form in which Government functions, anyone entering into an arrangement with the Government takes the risk of having to accurately ascertain that he who purports to act for the Government stays within the bounds of his authority."

#14

9. Clearfield Trust Company v. United States, 318 U.S. 363, states

"The United States does business on business terms. It is not excepted from the general rules governing the rights and duties of drawees by the largeness of its dealings and its having to employ agents to do what if done by a principal in person would leave no room for doubt."

10. Cochran et. Al. v. St. Paul & Tacoma Lumber Co. states,

"A United States District Court is purely a creature of legislative branch of government, generally provided for by Constitution, but not a constitutional court in stricter sense, and its jurisdiction comes from Congress."

11. United States v. Burr, 309 U.S. 242, states,

"When governments enter the world of commerce, they are subject to the same burdens as any private firm or corporation."

12. The court operates in commerce. Title 27 Code of Federal Regulations Part 72, section 11, states,

Commercial crimes. Any of the following types of crimes (Federal or State): Offenses against the revenue laws; burglary; counterfeiting; forgery; kidnapping; larceny; robbery; illegal sale or possession of deadly weapons; prostitution (including soliciting, procuring, pandering, white slaving, keeping house of ill fame, and like offenses); extortion; swindling and confidence games; and attempting to commit, conspiring to commit, or compounding any of the foregoing crimes. Addiction to narcotic drugs and use of marihuana will be treated as if such were commercial crime.

13. The case of Commonwealth of Pennsylvania v. Fix, 9 Fed Supp 272,

demonstrates that when governments enter the world they do so in the

"dual system of government" whereby

"when a state engages in private business, it divests itself, so far as its transactions in that private business are concerned, of its sovereign character, and takes that of a private citizen. Instead of communicating to that private business its privileges and prerogatives, it descends to the level of a private citizen. As to transactions in such private business, it cannot claim the privileges or immunities of a sovereign."

14. The case of LEBRON v. NATIONAL RAILROAD PASSENGER CORPORATION [aka

AmTrak], 513 U.S. 374 (1995) demonstrates that when government

#14

1 enters the world of commerce it devolves to the status of a mere  
2 private corporation.

3 15. Therein, counter-plaintiff has the unalienable Right to elect to  
4 participate and contract or not.

5 16. Another example of this practice can be found at 26 USC 6013(g),

6 "Election to treat nonresident alien individual as resident of the  
7 United States (1) In general A nonresident alien individual with  
8 respect to whom this subsection is in effect for the taxable year  
9 shall be treated as a resident of the United States -".

10 This one section demonstrates that people have the volition to  
11 choose their status in that relation.

12 \* 17. Commerce involves contracts. Contracts involve contract law. A  
13 breach of contract is actionable. The case at Bar involves an  
14 alleged breach of agreement.

15 18. The Social Security Treaty is under the British Buckingham Palace  
16 under the Queen as demonstrated by the "Statutory Instrument 1997  
17 No. 1778, The Social Security (United States of America) Order  
18 1997...At the Court at Buckingham Palace, the 22nd day of July  
19 1997...The Queen's Most Excellent Majesty in Council...Whereas at London  
20 on the 13th February 1984 an Agreement on social security between  
21 the Government of the United Kingdom of Great Britain and Northern  
22 Ireland and the Government of the United States of America  
23 (hereinafter referred to as "the Agreement") and an Administrative  
24 Agreement for the implementation of the Agreement (hereinafter  
25 referred to as "the Administrative Agreement") [1] were signed on  
behalf of those Governments and effect was given to the Agreement by  
the Social Security (United States of America) Order 1984  
(hereinafter referred to as "the Principal Order") [2]:..."

#14

1 19. The Supreme Court has additionally ruled that all contracts with  
2 government, express or implied, are maritime in their nature, The  
3 Glide, 167 U.S. 606; and The Corsair, 145 U.S. 342, and therefore of  
4 admiralty jurisdiction, American Ins. Co. v. Canter (1828) 1 U.S.  
5 (Pet.) 511, 545; whereas "A case in admiralty does not, in fact,  
6 arise under the Constitution or Laws of the United States."

7 20. Therefore, when the government engages in agreements that involve  
8 admiralty/maritime law/jurisdiction (e.g. Social Security) the  
9 government devolves to that status of a mere private party.  
10 Therefore, when the government devolves to private party status  
11 their enforcement of breaches of agreement or regulatory infractions  
12 (aka victimless crimes) become commercial and rules of contract  
13 breach apply. Therein, the remedies for admiralty/maritime breaches  
14 of contract apply. And, in accord with Benedict on Admiralty, the  
15 only way for a governmental entity to engage an admiralty/maritime  
16 agreement on land (like that of Workman's Compensation schemes or  
17 Unemployment Insurance) must be done through equity/trust law.

18 21. The first annual report on Social Security dated 1936 states on  
19 page 20, paragraph 2, "Title VIII of the Social Security Act imposes  
20 an income tax upon the employees covered by the old-age benefits  
21 sections..."

22 22. Tracy Corona elected to contract for covered employment through  
23 Social Security. This is a fact.

24 23. Therein, the Social Security Treaty agreement demonstrates that  
25 there allegedly existed a wages, covered employment agreement with  
Buckingham Palace (aka UNITED STATES OF AMERICA).

#14

24. Counter-defendants alleged that Tracy Corona allegedly breached said agreement in violation of a statutorily constructed scheme resulting in a criminal charge against the grantor trust/vessel/ship known as TRACY D. CORONA, 541-06-3892, within the special admiralty jurisdiction in accord with 27 CFR 72.11.

25. As a result of coming to comprehend the agreement upon which she was operating, last fall, Tracy Corona elected to terminate the trust by merging legal and equitable title known as "revesting title." Thereafter, no trust agreement remained. What was left was the residue of trust res held by counter-defendants, which they refused to turn over and reduce to possession of counter-plaintiff when revesting notice was given.

26. Said trust res is the basis/foundation upon which the bonds were issued by counter-plaintiff to counter-defendants to settle any and all Miller Act penal sums and claims for allegedly breaching the Social Security agreement.

Respectfully submitted,

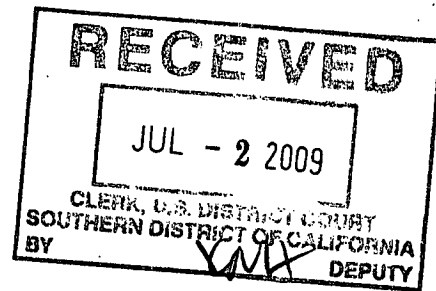
*Tracy Dee Anne Corona*

*Rabbi Shalom Talbot Ruv, J.D., Atty-in-Fact*

---

Tracy Dee Anne Corona,  
Bond# (D) 021051107  
Inmate # A91475198  
BUILDING / POD  
PO Box 439049  
San Diego, California 92143

*#14*



BERNARD

#14

Tracy Dee Anne Corona,  
Bond# (D) 021051107  
Inmate # A91475198  
BUILDING / POD  
PO Box 439049  
San Diego, California 92143

**REJECTED**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

Vs.

RICHARD D. CORONA,

TRACY D. CORONA,

Defendants

TRACY D. CORONA,

Counter-Plaintiff,

Vs.

UNITED STATES OF AMERICA;

QUEEN ELIZABETH OF BUCKINGHAM

PALACE; Roger T. Benitez, d/b/a

Judge et al; W. Samuel Hamrick,

Jr., d/b/a, Clerk of the Court;

ALL UNITED STATES ATTORNEYS AND

OFFICERS INVOLVED 1...1000,

Counter-Defendants,

Tracy Corona, Real Party in

Interest for TRACY D. CORONA,

revested Third Party

Intervenor/Creditor.

Case No.: 04 CR 1298(BEN)-02

COUNTERCLAIM

#14



COMPLAINT

1  
2 1. Tracy Corona ("Real-Party-in-Interest", RPII), in capacity as  
3 Authorized Representative and revested legal/equitable title owner for  
4 the named defendant TRACY D. CORONA, ("counter-plaintiff") sues  
5 counter-defendant. As grounds for its complaint, counter-plaintiff  
6 states as follows:

JURISDICTION AND VENUE

7  
8  
9 2. This State Court has been operating with alleged personam  
10 jurisdiction since the case began. Whether the court maintains proper  
11 subject matter jurisdiction is another matter.

12 3. RPII makes her local habitation on the soil of San Diego county.  
13 Venue is appropriate in the court as issues of admiralty, maritime and  
14 international equity are applicable.

PARTIES

15  
16 4. RPII is a house wife, married woman, mother of three children and  
17 former legal secretary for husband (California Bar member).

18 5. Counter-plaintiff (UNITED STATES OF AMERICA) is a grantor trust  
19 in accord with the Social Security Act under the 1997 British Crown  
20 Treaty under Buckingham Palace. Social Security Treaty is under the  
21 British Buckingham Palace under the Queen as demonstrated by the  
22 "Statutory Instrument 1997 No. 1778, The Social Security (United  
23 States of America) Order 1997...At the Court at Buckingham Palace, the  
24 22nd day of July 1997...The Queen's Most Excellent Majesty in  
25 Council...Whereas at London on the 13th February 1984 an Agreement on  
social security between the Government of the United Kingdom of Great  
Britain and Northern Ireland and the Government of the United States

1 of America (hereinafter referred to as "the Agreement") and an  
 2 Administrative Agreement for the implementation of the Agreement  
 3 (hereinafter referred to as "the Administrative Agreement") [1] were  
 4 signed on behalf of those Governments and effect was given to the  
 5 Agreement by the Social Security (United States of America) Order 1984  
 6 (hereinafter referred to as "the Principal Order") [2]:..."

#### 7 INTRODUCTION

8 6. Counter-Plaintiff brings this action to enforce the release of  
 9 RPII, recover the losses incurred in connection with Counter-  
 10 plaintiff's unalienable Rights to search and seizure, contractual  
 11 rights protected by the Queen of England in her capacity as Defender  
 12 of the Faith in accord with P.L. 97-280, and securities property  
 13 rights within the special admiralty/maritime rules in the nature of  
 14 Supplemental Rule C. RPII noticed the court regarding Counter-  
 15 defendant's inability to prosecute under Titles 18 and 26 United  
 16 States Code as Title 18 was never enacted in 1948. RPII posted  
 17 numerous bonds to setoff any potential liabilities, which were ignored  
 18 by Judge Benitas and Clerk of Court W. Samuel Hamrick, Jr. RPII had an  
 19 ~~agreement with her husband to file "married filing separately", which~~  
 20 ~~RPII did for named defendant. RPII spouse, a California Bar member,~~  
 21 ~~Richard D. Corona, then filed "married filing jointly" and added RPII~~  
 22 ~~name to his filing (unknownst to RPII) joining his British Crown~~  
 23 ~~based, contractual individual income tax liabilities to hers. Court~~  
 24 ~~case followed thereafter..~~

#### 25 FACTS COMMON TO ALL COUNTS

7. Counter-defendants lacked subject matter jurisdiction to charge  
 counter-plaintiff as this court lacked subject matter jurisdiction.

4/14

1 8. Counter-defendants and agents therein kidnapped RPII with lack of  
2 subject matter jurisdiction as all actions since indictment were a  
3 mere nullity for lack of subject matter jurisdiction.

4 9. Counter-plaintiff believes administrative process of tendering  
5 bonds for Miller Act alleged penal sum settlement of any possible,  
6 alleged claims by counter-defendants to satisfaction to all parties  
7 concerned as of at least a year ago.

8 **COUNT I**

9 **(Lack of Subject Matter Jurisdiction)**

10 10. Counter-plaintiff incorporates the allegations in paragraphs 1  
11 through 9 above.

12 11. Counter-plaintiff noticed the court of lack of subject matter  
13 jurisdiction when she/RPII filed documents notice the court that Title  
14 18 USC was not passed in 1948 and therefore could not be used to  
15 prosecute alleged Title 26 USC offenses. Brief and exhibits are a  
16 matter of record both with the court and the Provost Marshal's Office.

17 12. Without subject matter jurisdiction the court lacked any  
18 authority to hear the case, ergo all actions taken by counter-  
19 defendants are a mere nullity in law acting like that of pirates with  
20 or without a Letter of Marque and Reprisal, which has never been  
21 produced.

22 **COUNT II**

23 **(Breach of Agreement)**

24 13. Counter-plaintiff incorporates the allegations in paragraphs 1  
25 through 9 above.

14. Breach of contract (i.e. agreement) is defined by Ballentine's  
Law dictionary 3rd Ed. as "A failure without legal excuse to perform  
any promise which forms a whole or a part of a contract, including the  
090630 -- [Counterclaim], Page 4 of 19

#14

1 refusal of a party to recognize the existence of the contract or the  
2 doing of something inconsistent with its existence. City Bank v.  
3 Erskine & Sons, 158 Ohio St 450, 110 NE2d 598; a nonperformance of any  
4 contractual duty of immediate performance; the breach may be total or  
5 partial, and may take place by failure to perform acts promised . . .  
6 or hindrance. . . Restatement, Contracts § 312."

7 15. Counter-plaintiff at all times has and does work for the private  
8 sector with the expectation that remuneration would occur. RPII did  
9 prepare process, file and pay over individual income taxes for the  
10 named defendant, TRACY D. CORONA. ~~Co-defendant, husband, Richard D.~~  
11 ~~Corona, created an alleged criminal tax liability when he allegedly~~  
12 ~~superseded counter-plaintiff tax filing by filing "married filing~~  
13 ~~jointly" adding counter-plaintiff to his income tax liability~~  
14 ~~countering counter-plaintiff tax filing, "married filing separately."~~  
15 ~~This was told to defense counsel from the beginning and he and the~~  
16 ~~court failed to deal with the issue.~~

17 16. The individual income tax emanates from the Statutory Instrument  
18 1997 No. 1778, The Social Security (United States of America) Order  
19 1997 and demonstrated by the First Annual Report on Social Security  
20 (1936) wherein it reads on page 20, paragraph 2, "Title VIII of the  
21 Social Security Act imposes an income tax upon the employees covered  
22 by the old-age benefits sections..."

23 17. Queen Elizabeth has a known legal duty to regulate the affairs  
24 of Buckingham Palace and all of her (The Crown's [pick one]) agents  
25 wherever they may operate by whatever agreements they may engage.

1 18. Furthermore, Queen Elizabeth is a defender of the Faith as  
 2 demonstrated by the King James Bible and therein is now in violation  
 3 of Exodus 22:22 among other Biblical statutes.

4 19. Without a proper charging statute the court lacks subject matter  
 5 jurisdiction to bring the charges to the court.

6 20. In accordance with Brady vs. United States, 397 U.S. 742 (1970),  
 7 it is functionally impossible to waive an unalienable right with doing  
 8 so knowingly, willingly, intentionally, and intelligently. RPII is  
 9 incarcerated against her will. Counter-plaintiff reminds the court  
 10 that it is a maxim of law that "No one comes before a court of equity  
 11 in chains." RPII is in chains.

12 21. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
 13 released from custody immediately.

### 14 COUNT III

#### 15 (Unlawful Conversion)

16 22. Plaintiff incorporates the allegations in paragraphs 1 through  
 17 21 above.

18 23. Unlawful conversion is defined by Ballentine's Law dictionary  
 19 3rd Ed. as "A distinct act of dominion wrongfully exerted over  
 20 another's personal property in denial of or inconsistent with his  
 21 title or rights therein, or in derogation, exclusion, or defiance of  
 22 such title or rights. 18 Am J2d Conversion § 1. It is an essential  
 23 tortious act, an unlawful act, an act which cannot be justified or  
 24 excused in law. 18 Am J2d Conversion § 1."

25 24. The nature of the act of conversion; "to constitute a conversion  
 the act must be such as to indicate as assertion . . . of a right of  
 control or dominion over the property, adversely to the owner;"

1 Consolidated Co. v. Curtis, 1892 1 Q.B. 495 (Eng). The expression of  
2 conversion means that the defendants have exercised a wrongful  
3 dominion or control over the property in violation of the plaintiff's  
4 rights.

5 "It is not necessary to a conversion that it be shown that the  
6 wrongdoer has applied it (the property) to his own use. If he has  
7 exercised a dominion over it in exclusion, or in defiance of, or  
inconsistent with, the owner's right, that in law is a  
conversion, whether it be for his own or another person's use."  
Bristol v. Burt, 7 Johns 254 (N.Y.).

8  
9 25. Unlawful conversion requires that the following elements be  
10 performed; 1) property in counter-plaintiff and 2) a wrongful  
11 conversion by the counter-defendants. Counter-plaintiff labored.  
12 Counter-plaintiff tendered bonds to offset any and all charges in the  
13 court. Counter-defendants accepted said financial bond instruments in  
14 accord with 28 USC 2041 and the Miller Act for alleged penal sums  
15 derived from the stated charges. Counter-defendants held RPII  
16 property, labor/future labor, in trust as trustee by and through the  
17 Certificate of Live Birth, the Social Security Trust agreement, among  
18 other mechanisms. Counter-defendants converted said labor to own  
19 possession and then transferred said labor to a third party with or  
20 without a court order or authorization by counter-plaintiff and did  
not release counter-plaintiff from liability or RPII from custody.

21 26. Counter-defendants unlawfully converted counter-plaintiff's  
22 property to their own benefit. The actions by counter-defendants were  
23 a constructive fraud and false.

24 27. Counter-defendants owed counter-plaintiff and RPII a duty of due  
25 care to not convert counter-plaintiff property without performance in  
offset and release from custody.

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1 28. As a result of the said unlawful conversion by constructive  
 2 fraud counter-defendants conversion of counter-plaintiff's property  
 3 through false representations, counter-plaintiff has sustained loss in  
 4 maternal relations, and endangerment of endearment as well as  
 5 consequential and other damages. Counter-plaintiff incurred other  
 6 reasonably foreseeable loss as result of wrongful conversion by  
 7 counter-defendants. Counter-plaintiff was forced into bondage by  
 8 counter-defendants.

9 29. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
 10 released from custody immediately.

#### 11 COUNT IV

##### 12 (Negligent Misrepresentation)

13 30. Counter-plaintiff incorporates the allegations in paragraphs 1  
 14 through 29 above.

15 31. Negligence of bailee is defined by Ballentine's Law dictionary  
 16 3rd Ed. as "The failure of bailee to exercise that degree of diligence  
 17 and care in respect to the property in his possession under the  
 18 bailment which the nature of his employment, the character of the  
 19 bailment, and the attendant circumstances make it reasonable to expect  
 20 of him. 8 Am Jd Bailm §198."

21 32. Negligent misrepresentation does not require the maker of a  
 22 misrepresentation to know that the representation is false. As defined by  
 23 California statute, negligent misrepresentation is "[t]he assertion, as a  
 24 fact, of that which is not true, by one who has no reasonable ground for  
 25 believing it to be true". California Civil Code, section 1710(2), by comity.

33. The approved jury instruction for negligent misrepresentation is  
 more helpful than the statutory definition: **Negligent**  
**misrepresentation** requires that the following elements be proved;

1. The defendants must have made a representation as to a past or existing material fact;
2. The representation must have been untrue;
3. Regardless of his actual belief the defendants must have made the representation without any reasonable ground for believing it to be true;
4. The representation must have been made with the intent to induce plaintiff to rely upon it;
5. The plaintiff must have been unaware of the falsity of the representation; must have acted in reliance upon the truth of the representation and must have been justified in relying upon the representation;

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1 6. And, finally, as a result of the reliance upon the truth of  
2 the representation, the plaintiff must have sustained damage.

3 34. Counter-defendants knew or should have known that Title 18 USC  
4 was not passed in 1948, could not have been used to prosecute alleged  
5 regulatory infractions (victimless crimes) and that the posted bonds  
6 by counter-plaintiff did in fact offset any and all alleged liability  
7 for alleged charges.

8 35. Through representations by counter-defendants, counter-  
9 defendants knew or should have known that they were false a.k.a.  
10 constructive fraud. It appears to counter-plaintiff that counter-  
11 defendants knew or should have known that damage would occur in said  
12 negligent misrepresentation, which are charged in law as constructive  
13 fraud.

14 36. Counter-defendants owed counter-plaintiff a fiduciary duty of  
15 due care not to be negligent in making false representations or  
16 through conduct of constructive fraud to transfer the property of  
17 counter-plaintiff to a third party.

18 37. As a result of counter-defendant's negligence in making the  
19 representations as well as constructive fraud, counter-plaintiff and  
20 RPII sustained personal losses in efforts to perform her maternal  
21 duties as well as consequential and other damages. Counter-plaintiff  
22 also incurred other reasonably foreseeable losses as a result of the  
23 omissions and statements of counter-defendants. Counter-plaintiff was  
24 forced into bondage by counter-defendants.

25 38. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
released from custody immediately.

COUNT V

(Breach of Fiduciary Duty)

1 39. Plaintiff incorporates the allegations in paragraphs 1 through  
2 38 above.

3 40. **Fiduciary capacity** is defined by Ballentine's Law dictionary 3rd  
4 Ed. as "The position of one in whom special trust and confidence is  
5 reposed, and who is bound in equity and good conscience to act in good  
6 faith with due regard to the interest of the person reposing the  
7 confidence. Illinois v. Riggins, 132 NE2d 519."

8 41. The duty of a fiduciary is to act in a position of trust, good  
9 faith, candor and responsibility, on behalf of another. The duty is  
10 one of the best-defined responsibilities under the law and is very  
11 strictly enforced by the courts.

12 42. When counter-plaintiff entered a plea counter-plaintiff entered  
13 a constructive trust agreement for judge (as well as prosecutor and  
14 public defenders) to act as proper fiduciary to preside over case and  
15 charges and to ensure that the charges were valid in subject matter  
16 jurisdiction as well as to ensure that the alleged regulatory  
17 infractions were setoff with tendered bond instruments. Judge,  
18 prosecutor and public defenders failed to do so in their fiduciary  
19 duties.

20 43. Fiduciary has a standard of care to ensure that the charges are  
21 valid in the conditions precedent and if valid offset in accordance  
22 with 28 USC 2041. Said fiduciaries failed to do so.

23 44. Counter-defendants did acts of constructive fraud and negligence  
24 therein breaching this duty of trust as trustees of counter-plaintiff  
25 private property, labor, by failing to ensure that the charges were  
valid in accord with Title 18 USC and setoff in accord with the penal  
sums established in accord with the Miller Act.

1 45. As a result of counter-defendants breach by constructive fraud  
2 and negligence of its fiduciary duty of trust, counter-plaintiff and  
3 RPII has sustained loss in maternal relations, endangerment of  
4 endearment as well as consequential and other damages.

5 46. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
6 released from custody immediately.

7 COUNT VI

8 (Accounting)

9 47. Plaintiff incorporates the allegations in paragraphs 1 through  
10 46 above.

11 48. A cause of action for an accounting arises where there is a  
12 fiduciary relationship, such as where one party has a dispute with a  
13 guardian, trustee, receiver, or other fiduciary that has control over  
14 assets of the party complaining. Accountings may also be ordered where  
15 the issues in a contract case, for example, are so complicated that it  
16 is not clear if the facts can be ascertained any other way and always  
17 where the underlying contract has provided for an accounting in the  
18 event of a dispute. When the complaining party has no separate access  
19 to the records, such as where a fiduciary like a trustee or guardian  
20 has the books, an accounting will almost never be denied, since the  
21 complaining party may have no other way to ascertain if the fiduciary  
22 has carried out his duties faithfully.

23 49. Elements To successfully plead for an accounting, one should  
24 assert the following:

- 25 1. The existence of a fiduciary relationship or contract demands  
that are so extensive and  
complicated that it is not clear that money damages alone are  
adequate.  
2. Necessity for the accounting.

1 3. The remedy sought is one in equity, therefore the court has  
2 broad discretion in whether or not it will grant the relief  
3 sought. It is important, therefore, to allege sufficient facts to  
4 make clear that justice and fairness demand that an accounting be  
5 given.

6 50. Defenses: If the matter into which the other party seeks an  
7 accounting is one that is simple on its face, e.g., an oral agreement  
8 for performance of a clear-cut duty that involves no fiduciary  
9 entrustment of assets, then this should be raised as a defense by way  
10 of motion to strike or dismiss.

11 51. The remedy of an accounting is almost always performed by a  
12 judge or special master appointed by the judge. Accountings are almost  
13 never submitted to a jury, because it is usually impractical for a  
14 jury to undertake the process. Winding up of partnerships almost  
15 always involves necessity for accounting to determine respective  
16 parties' interests. This also applies to closely held corporations in  
17 which the business has come to a standstill because of deadlock  
18 between directors.

19 52. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
20 released from custody immediately.

21 **COUNT VII**

22 **(Account Stated)**

23 53. Plaintiff incorporates the allegations in paragraphs 1 through  
24 52 above.

25 54. Account Stated: This cause of action arises where parties have  
engaged in a prior course of dealing with each other (i.e., a history  
of trade and transactions between them) and debtor refuses to deny the  
amount claimed by creditor's invoices (or other billing notices or  
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demands). If the debtor does anything to acknowledge the account stated in the invoices but refuses to pay, creditor can bring this cause of action to collect the debt. The longer the course of dealing and clearer the debtor's acknowledgment, the easier it is to win. This cause of action is frequently abused by people unfamiliar with its elements. Many mistakenly believe they can "invoice" someone for a debt, saying in the invoice, "If we do not hear from you within 10 days," or words to that effect, "we will assume you acknowledge the debt." This may work against naïve or poorly-represented defendants, however it will not work where the essential elements of the cause of action do not exist.

#### Elements

To successfully plead a case for account stated, one should assert the following:

1. The parties engaged in prior dealings out of which the account arose. Mere statement of a liquidated amount due on a contract for fixed price alone (that the defendant is clearly obligated to pay) does not give rise to an action for account stated.
2. At the time the account was presented, debtor had a prior liability to pay. There can be no action for account stated if, when the account was presented, the debtor had no liability to pay.
3. The defendant either expressly or implicitly promised to pay the balance of the account stated. An express promise is easy to prove. An implied promise, however, cannot be established by the defendant's mere failure to dispute the debt. There must be more, such as a well-established practice of periodic billing in the regular course of dealing to which no objection is made within a reasonable time.

55. Defenses: The most common way to defeat an action for account stated is to show that the debt claimed is new, i.e., that there was no prior course of dealing between the parties. If there was prior dealing and a long history of periodic billing that the defendant timely and routinely paid over an extended course of time prior to the invoice in question, the defendant is put to the difficult task of

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1 proving (1) he did not assent to the amount of the debt stated in the  
2 invoice or demand, (2) that he had no obligation to do so, (3) that he  
3 never received the goods or services for which the invoice applies, or  
4 (4) he paid the debt.

5 56. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
6 released from custody immediately.

7 COUNT VIII

8 (Specific Performance)

9 57. Plaintiff incorporates the allegations in paragraphs 1 through  
10 56 above.

11 58. Specific performance is, in a way, the converse of rescission.  
12 Where rescission is an action to avoid the consequence of contract,  
13 specific performance is an action to force an unwilling party to  
14 perform his obligations under the contract. Cases arise frequently in  
15 land deals, where a seller enters contract to sell, buyer performs all  
16 conditions precedent, and seller refuses to close.

17 59. The elements are;

- 18 1. Existence of a contract.  
19 2. Plaintiff performance of all conditions precedent to closing.  
20 3. Defendant's refusal to perform.  
21 4. Absence of an adequate remedy at law, i.e., money damages  
22 alone are insufficient.  
23 5. Plaintiff has suffered damages as a direct result.  
24 The property need not be land. It could be an extremely unique  
25 item of jewelry or an antique painting that cannot be replaced,  
regardless of money available to purchase a substitute. This is  
the gist of specific performance.  
On the other hand, if the property is not unique (as might be the  
case with a single plot in a large subdivision, where one plot is  
pretty much like any other), the court may refuse to grant  
specific performance, since an award of money would allow  
plaintiff to purchase another property substantially identical.

60. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
released from custody immediately.

COUNT IX

(Unjust Enrichment)

61. Petitioner incorporates the allegations in paragraphs 1 through 60 above.

62. The gist of unjust enrichment is similar to the cause of action for quantum meruit that arises when one person confers a benefit on another under circumstances that would cause a reasonable person to believe he would be compensated by the other. The courts reason that one person should not be unjustly enriched at the expense of another so, even where there is no contract between them to spell out in detail their relative expectations, this cause of action (or quantum meruit) will lie to prevent the one from being unjustly enriched at the expense of the other.

63. The essential elements of fact that must be pled and proven are:

1. Plaintiff conferred a benefit on defendant.
2. Defendant either requested the benefit or knowingly and voluntarily accepted it.
3. Circumstances surrounding the transaction were such that it would be unjust for the defendant to retain the benefit without compensating plaintiff reasonably.

An example that might give rise to this cause of action is seen where an itinerant house-painter asks a homeowner if he can paint the homeowner's house. The homeowner answers, "Of course!", seeing an opportunity to get a free coat of paint and thinking that, because he has not agreed on a price that he is not bound to pay for the job. In fact, the court will imply a contract under such circumstances, awarding the housepainter the fair market value of his services, because it would be unjust to do otherwise. Such cases are sometimes said to arise out of quasi contract, i.e., a contract that is not created by the parties themselves but by the court acting in equity to prevent a wrong.

64. The defenses are;

- a. Express Contract: This cause of action fails if the defendant can show that an express contract exists, whether verbal or in writing. The idea is that the terms of the express contract

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1 are more likely to convey the actual understanding of the  
2 parties, and they should be held to the terms of that express  
contract.

3 b. Burden: The plaintiff seeking to enforce an implied contract  
4 is required to meet a greater burden than one who uses better  
business sense by requiring an express contract before  
undertaking to render services or deliver valuable goods to  
another.

5 c. Payment Accepted: Once plaintiff accepts payment for his  
6 services or delivered goods, he cannot then sue for unjust  
enrichment, and a motion to dismiss will prevail.

7  
8 65. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
released from custody immediately.

9  
10 COUNT X

11 (Racketeering RICO)

12 66. Petitioner incorporates the allegations in paragraphs 1 through  
13 65 above.

14 67. The Racketeer Influenced and Corrupt Organizations Act (commonly  
15 referred to as RICO Act or RICO) is a United States federal law that  
16 provides for extended criminal penalties and a civil cause of action  
17 for acts performed as part of an ongoing criminal organization. RICO  
18 was enacted by section 901(a) of the Organized Crime Control Act of  
19 1970 (Pub.L. 91-452, 84 Stat. 922, enacted October 15, 1970). RICO is  
20 codified as Chapter 96 of Title 18 of the United States Code, 18  
21 U.S.C. § 1961-1968. While its intended use was to prosecute the Mafia  
22 as well as others who were actively engaged in organized crime, its  
application has been more widespread.

23 68. Under RICO, a person who is a member of an enterprise that has  
24 committed any two of 35 crimes—27 federal crimes and 8 state crimes—  
25 within a 10-year period can be charged with racketeering. Those found  
guilty of racketeering can be fined up to \$25,000 and/or sentenced to  
20 years in prison per racketeering count. In addition, the racketeer  
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1 must forfeit all ill-gotten gains and interest in any business gained  
2 through a pattern of "racketeering activity." RICO also permits a  
3 private individual harmed by the actions of such an enterprise to file  
4 a civil suit; if successful, the individual can collect treble  
5 damages.

6 69. When the U.S. Attorney decides to indict someone under RICO, he  
7 or she has the option of seeking a pre-trial restraining order or  
8 injunction to temporarily seize a defendant's assets and prevent the  
9 transfer of potentially forfeitable property, as well as require the  
10 defendant to put up a performance bond. This provision was placed in  
11 the law because the owners of Mafia-related shell corporations often  
12 absconded with the assets. An injunction and/or performance bond  
13 ensures that there is something to seize in the event of a guilty  
14 verdict.

15 70. In many cases, the threat of a RICO indictment can force  
16 defendants to plead guilty to lesser charges, in part because the  
17 seizure of assets would make it difficult to pay a defense attorney.  
18 Despite its harsh provisions, a RICO-related charge is considered easy  
19 to prove in court, as it focuses on patterns of behavior as opposed to  
20 criminal acts. ("Show Down at Gucci" - Time Magazine)

21 71. There is also a provision for private parties to sue. A "person  
22 damaged in his business or property" can sue one or more "racketeers."  
23 The plaintiff must prove the existence of a "criminal enterprise." The  
24 defendant(s) are not the enterprise; in other words, the defendant(s)  
25 and the enterprise are not one and the same. There must be one of four  
specified relationships between the defendant(s) and the enterprise. A

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1 civil RICO action, like many lawsuits based on federal law, can be  
2 filed in state or federal court.

3 72. Both the federal and civil components allow for the recovery of  
4 treble damages (damages in triple the amount of actual/compensatory  
5 damages).

6 73. Although its primary intent was to deal with organized crime,  
7 Blakey said that Congress never intended it to merely apply to the  
8 Mob. He once told *Time*, "We don't want one set of rules for people  
9 whose collars are blue or whose names end in vowels, and another set  
10 for those whose collars are white and have Ivy League diplomas."  
11 ("Show Down at Gucci" - *Time Magazine*)

12 74. Counter-defendants operated in concert to carry out their  
13 dastardly deeds against RPII.

14 75. Counter-defendants ensured that a mother of three, a house wife,  
15 a former legal secretary, a threat to no one, was tackled, man  
16 handled, beaten, abused and incarcerated under color of law.

17 76. WHEREFORE, counter-plaintiff and RPII demands that RPII be  
18 released from custody immediately.

19  
20 77. The court will notice that counter-plaintiff does not ask for  
21 any remuneration as RPII seriously doubts counter-defendants can  
22 remedy damage to RPII. Further, RPII believes it would be a waste of  
23 time to attempt to collect damages from counter-defendants.

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RESPECTFULLY SUBMITTED this July 1, 2009.

*Tracy Dee Anne Corona*  
*Rabbi Shalom Zalman Reis, T.D., Atty-in-Fact*

Tracy Dee Anne Corona,  
Bond# (D) 021051107  
Inmate # A91475198  
BUILDING / POD  
PO Box 439049  
San Diego, California 92143

*Tracy Dee Anne Corona*

Principal:           Name  
                      Address  
                      Address

Respondent:        Name  
                      Agency  
                      Address  
                      Address

Registered mail \_\_\_\_\_; under notary seal

--- NOTICE OF FRAUD ---

Please find the attached *Libel / Replevin / Stay of Execution Bond* and *Memorandum of Law*. As you are assumed to know, Titles 18 and 26 of United States Code are special law, not positive law wanting for lawful passage by Congress, and thereby inapposite to living men and women who do not knowingly contract to submit to the jurisdiction. The majority of such contracts assumed by the United States to be valid, whether appearance bonds, citations, indictments and even the signature on a fingerprint card, are fraudulent for want of disclosure that they comprise an enticement to confess to being a legal fiction United States person/resident in violation of the Constitutional prohibition against compelling the casting of self-witness, and impart a liability in admiralty where none previously existed.

This document provide legal and lawful **NOTICE** that:

1. You have received notice of the special law nature of Titles 18 and 26 U.S.C.;
2. You are required by your oaths of office to release all prisoners who have been incarcerated and detained with respect to "violations" of such titles, in the absence of written evidence that they willingly and knowingly elected to submit to the jurisdiction after proper disclosure of their option to decline the privilege;
3. Upon future citing of this notice and bond by any man or woman on the land, natural born American citizen or national, or any citizen or national of any of the several un-incorporated states in non-violent matters involving commercial crimes and liabilities pursuant to 27 C.F.R. 27.11 and 28 U.S.C. 3002, you will immediately cease and desist all restraint and distraint for your want of jurisdiction, venue and authority to continue, and
4. Any violation of items 2 or 3 above hereafter will comprise your specific confession of tort against a living man and/or woman or men and/or women as the case may be and instant loss by the offender and yourself by extension of any immunity, qualified, absolute, real or imagined, for all acts of omission and commission; and specific consent by you and the offender(s) to immediate assessment of the tort claim against your respective public bond(s) through thevarious underwriters.

This matter has been calendared by the undersigned for ten days at which time failure or deficiency of response will be certified by the notary as your consent to and agreement with all of the terms and provisions herein including attachments, having had the opportunity and failed to plead.

Signed and sealed this 10<sup>th</sup> day of Sept, 2009

PRINCIPAL

By Mary Duane Corona, Beneficiary  
CUSIP NUMBER 021051107

SURETY

By \_\_\_\_\_  
CUSIP NUMBER \_\_\_\_\_

SURETY

By \_\_\_\_\_  
CUSIP NUMBER \_\_\_\_\_

cc: list

CAN ADD NOTARY PUBLIC JURAT, OR TURN THIS INTO AFFIDAVIT OR AFFIRMATION,  
OR PLACE IT ON THE LAND.

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